

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Engineering Department

AGENDA DATE: April 12, 2005

CONTACT PERSON/PHONE: Irene Ramirez, ext. 4431

DISTRICT(S) AFFECTED: 7

SUBJECT:

That the City Manager be authorized to sign a First Amendment to an Agreement for Engineering Services by and between the **CITY OF EL PASO** and **MORENO CARDENAS, INC.**, for a project known as "**Carlson/Elliott Pump Station**" in an amount not to exceed FIFTY-TWO THOUSAND EIGHT HUNDRED TEN and NO/100 DOLLARS (\$52,810.00). (District No. 7)

BACKGROUND / DISCUSSION:

The City of El Paso desires to modify the scope of work to include an additional design for new pumps and an underground storm sewer system that shall discharge runoff into the Stiles Ditch outfall. The additional design includes but is not limited to pump design, electrical and mechanical design requirements, conveyance system design, utility coordination, bidding, and construction observation services.

PRIOR COUNCIL ACTION:

City Council has previously considered this item. City Council approved the original contract of June 15, 2004.

AMOUNT AND SOURCE OF FUNDING:

This item will be funded by 2004 Bond Issue project funds. The item has been budgeted. The account information is 14200402/PBE04FC10229112/508016/508027. No budget transfer is required.

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a First Amendment to an Agreement for Engineering Services by and between the **CITY OF EL PASO** and **MORENO CARDENAS, INC.**, for a project known as **“Carlson/Elliot Pump Station”** in an amount not to exceed FIFTY-TWO THOUSAND EIGHT HUNDRED TEN and NO/100 DOLLARS (\$52,810.00). (District No. 7)

ADOPTED THIS ____ DAY OF _____, 2005.

THE CITY OF EL PASO:

Joe Wardy, Mayor

ATTEST:

Richarda D. Momsen, City Clerk

APPROVED AS TO FORM:

Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:

Rick Conner, P.E.
City Engineer

Document #: 10075

Document Name: Eng/2/Reso/First Amendment Agreement Eng Ser/Carlson/Elliot Pump Station

Document Author: TCUL

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

FIRST AMENDMENT TO
AGREEMENT FOR ENGINEERING SERVICES

THIS First Amendment is made this ____ day of _____, 2005, by and between **THE CITY OF EL PASO**, hereinafter referred to as the "**Owner**", and **MORENO CARDENAS, INC.**, a Texas corporation, hereinafter referred to as the "**Engineer**".

WHEREAS, on **June 15, 2004**, the Owner entered into an Agreement for Engineering Services, hereinafter referred to as the "Agreement", with the Engineer for a Project known as "**Carlson/Elliot Pump Station**" (the Agreement), and

WHEREAS, the Owner desires to modify the scope of work to include an additional design for new pumps and an underground storm sewer system that shall discharge runoff into the Stiles Ditch outfall.

NOW, THEREFORE, it is hereby agreed as follows:

1. Scope of Services

In accordance with Section II., Part A., *Additional Services of the Engineer*, of the Agreement, the Owner hereby authorizes the Engineer to include additional design for new pumps and an underground storm sewer system that shall discharge runoff into the Stiles Ditch outfall. Additional design includes, but is not limited to, pump design, electrical and mechanical design requirements, conveyance system design, utility coordination, bidding, and construction observation services.

2. Time of Completion.

The additional design services, including a field survey, shall consist of two phases: Preliminary Design Phase and Final Design Phase. The Preliminary Design Phase shall be completed within **sixty (60) calendar days** following the Owner's written Notice to Proceed to the Engineer. The Final Design Phase shall be completed within **thirty (30) calendar days** following the Owner's written Notice to Proceed to the Engineer.

3. Payments to Engineer.

The Owner shall pay the Engineer an amount not to exceed **FIFTY-TWO THOUSAND EIGHT HUNDRED TEN and NO/100 DOLLARS (\$52,810.00)** for the additional services provided in accordance with this First Amendment. Payment shall be contingent on the Owner's approval of the work performed by the Engineer. The method of payment for the additional services shall be pursuant to the schedule of payments outlined in Section V, Part A., of the Agreement and shall be as follows:

The compensation for each phase of the additional services shall be made in proportion to services performed for that phase so that the compensation at the approved completion of each phase shall bring the fee up to the following percentages of the total basic compensation:

	<u>Payment</u>	<u>Plan Completion</u>
a. Preliminary Design Phase	45%	50%
b. Final Design Phase	75%	100%
c. Bidding Phase	80%	
d. Construction Phase	100%	

Payment for the Preliminary Design, Final Design and Bidding Phases shall be made after each phase has been accepted and approved in writing by the Owner. Payment for the Construction Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Engineer's detailed statement and its written approval.

The Engineer's fee proposal for the additional services is attached hereto and made a part hereof for all purposes as **Exhibit "A"**.

4. **Terms and Conditions.**

All terms and conditions of the Agreement and all subsequent Amendments to the Agreement, except as herein revised, shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

OWNER: The City of El Paso

Joyce A. Wilson
City Manager

ENGINEER: Moreno Cardenas, Inc.

By: _____
Roberto Moreno, P.E.
Vice President

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen-Garney
Deputy City Attorney

Rick Conner
City Engineer

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2005, by
_____, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2005, by
Roberto Moreno, P.E., as Vice President of Moreno Cardenas, Inc.

Notary Public, State of Texas

CITY OF EL PASO
ENGINEERING DEPARTMENT

CONSULTANT SERVICES - FEE PROPOSAL SUMMARY

PROJECT: Carlson Elliott Pump Station ModificationFIRM: Moreno Cardenas Inc

I. LABOR COST \$ 37,712.00

II. SUB-CONSULTANT FIRMS & FEES

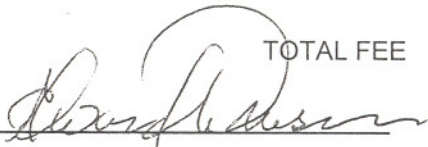
1 Robert Seipel and Associates	\$	<u>10,500.00</u>
2 PSI (Geotechnical Engineering)	\$	<u>1,250.00</u>
3 Gonzalo Aguilar(Electrical Engineer)	\$	<u>1,200.00</u>
4	\$	<u></u>
5	\$	<u></u>
6	\$	<u></u>

TOTAL SUB-CONSULTANT FEES \$ 12,950.00III. SUB-CONSULTANT ADMINISTRATION \$ 648.00IV. DIRECT COST \$ 1,500.00

TOTAL FEE

\$ 52,810.00

Prepared by:



Date:

3/8/05